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Federal Department of the Environment,
Transport, Energy and Communications DETEC

Swiss Federal Office of Energy SFOE
Director

CH-3003 Bern, SFOE, cup

Mr. Brian J. McLean
Director
Office of Atmospheric Programs
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460, USA

Your reference:
Our reference: cup
Contact person: Peter Cunz
Bern, August 5, 2008

Dear Mr. McLean,

In answer to your letter of June 25th 2008 we have the honor to exchange letters regarding the coordination of labeling of office equipment and home electronics as energy efficient. The products covered under this exchange of letters include computers, computer monitors, imaging equipment (including printers, copiers, scanners, fax machines, multi-function devices, and digital duplicators), televisions, cordless telephones and answering machines, external power adaptors, battery charging systems, home audio/DVD products, digital to analog converter boxes, and set-top boxes.

This exchange of letters provides the details of an administrative agreement for a joint partnership between energy efficiency experts from the United States Environmental Protection Agency (EPA) and the Swiss Federal Office of Energy (SFOE). Outlined below are the proposed terms of cooperation on energy efficiency programs, same as stipulated in your letter of June 25th 2008.

The EPA and the SFOE, hereinafter "the Parties", desiring to maximize energy savings and environmental benefits by stimulating the supply of and demand for energy efficient office equipment products, will cooperate in accordance with the following terms:

General Principles:

1. A common set of energy-efficiency specifications and a common logo may be used by the Parties for the purpose of establishing consistent targets for manufacturers, thereby maximizing the effect of their individual efforts on the supply of and demand for such product types.

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2. The Parties intend to use the ENERGY STAR Logo for the purpose of identifying qualified energy-efficient product types listed in Annex C.

Definitions:

3. For the purpose of this exchange of letters:
 - a) "ENERGY STAR" means the US registered service mark designated in Annex A and owned by EPA;
 - b) "Logo" means the US registered certification mark designated in Annex A and owned by EPA.;
 - c) "ENERGY STAR Marks" means the "ENERGY STAR" name and the Logo, as well as any versions of these marks that may be developed or modified by the Parties, or Program Participants, as herein defined;
 - d) "ENERGY STAR Labeling Program" means a program administered by the Parties using common energy efficiency specifications, marks and guidelines to be applied to designated product types;
 - e) "Program Participants" means manufacturers, vendors, resale agents that sell designated, energy efficient products that meet the specifications of and who have chosen to participate in the ENERGY STAR Labeling Program by registering with one of the Parties, or with another entity entitled to register Program Participants;
 - f) "Specifications" are the energy efficiency and performance requirements, including testing methods listed in Annexes C, used by the Parties and Program Participants to determine the qualification of energy products for ENERGY STAR.

Administration of the ENERGY STAR Labeling Program

4. Each Party intends to administer the ENERGY STAR Labeling Program for the energy efficient product types listed in Annex C, subject to the terms and conditions set forth in this exchange of letters. Program administration includes enforcing the terms of the logo use guidelines set forth in Annex B.
5. The ENERGY STAR Labeling Program uses the Specifications listed in Annexes C.
6. Each Party intends to take effective measures to educate consumers about the ENERGY STAR Marks, in accordance with the logo use guidelines set forth in Annex B. These measures may include informing consumers about the benefits of purchasing energy efficient products that meet the Specifications, and undertaking marketing or education efforts to stimulate market demand for labeled products.
7. Each party intends to bear its own expenses for all of the activities associated with this exchange of letters.



Participation in the ENERGY STAR Labeling Program

8. Any manufacturer, vendor, or resale agent may enter the ENERGY STAR Labeling Program by registering as a Program Participant with any entity entitled to register Program Participants.
9. Program Participants may use the Logo to identify qualified products that have been tested in their own facilities or by an independent test laboratory and that meet the Specifications set forth in Annex C, and may self-certify product qualification.
10. The registration of a Program Participant in the ENERGY STAR Labeling Program by one Party shall be recognised by the other Party.
11. To facilitate the recognition of Program Participants in the ENERGY STAR Labeling Program, the Parties intend to cooperate in order to maintain common lists of all Program Participants and products that qualify.
12. Notwithstanding the self-certification procedures specified in Paragraph 9 above, each Party reserves the right to test or otherwise review products that are or have been sold within the territory it represents to determine whether the products are certified in accordance with the Specifications set forth in Annex C. The Parties intend to communicate and cooperate fully with one another to ensure all products bearing the Logo meet the Specifications set forth in Annex C.

Registration of ENERGY STAR Marks

13. The EPA, as owner of the ENERGY STAR Marks, has registered the marks in Switzerland. The Swiss Federal Energy Office does not intend to seek or obtain any registration of the ENERGY STAR Marks or any variation of the marks in their country.
14. The EPA undertakes not to consider as an infringement of these marks the proper use, by Parties or by any Program Participant, of the marks contained in Annex A in accordance with the terms of this exchange of letters.

Enforcement and non-compliance

15. In order to protect the ENERGY STAR Marks, each Party intends to ensure the proper use of the ENERGY STAR Marks within the territory it represents. Each Party intends to ensure that the ENERGY STAR Marks are used by the Program Participants only in the form that appears in Annex A. Each Party intends to ensure that the ENERGY STAR marks are used solely in the manner specified in the logo use guidelines set forth in Annex B.
16. Each Party intends to ensure that prompt and appropriate action is taken against Program Participants whenever they have knowledge that a Program Participant has used an infringing mark or has affixed the ENERGY STAR marks to a product that does not comply with the Specifications set forth in Annex C. Such actions may include, but are not limited to
 - a) Informing the Program Participant in writing of its non-compliance with the terms of the ENERGY STAR Labeling Program;
 - b) Through consultations, developing a plan to reach compliance; and



c) If compliance cannot be reached, taking the actions necessary to terminate the registration of the Program Participant, as appropriate.

17. Each Party intends to ensure that all reasonable actions are taken to end the unauthorized use of the ENERGY STAR Marks or use of an infringing mark by an entity that is not a Program Participant. Such action may include, but shall not be limited to

a) Informing the entity using the ENERGY STAR Marks of the ENERGY STAR Labeling Program requirements and proper logo use guidelines; and

b) Encouraging the entity to become a Program Participant and register qualified products.

Procedures for Amending the Terms of the Exchange of Letters and its Annexes A and B, and for Adding New Annexes

18. Any party may propose an amendment, in writing, to the terms of this exchange of letters and may propose new annexes.
19. Amendments to the terms of this exchange of letters or additions of new annexes may be made by mutual agreement between the Parties.
20. Amendments to Annexes A and B may be made by agreement of EPA, the Swiss Office of Energy and other entities administering the ENERGY STAR Labeling Program.

Procedures for Amending Annex C

21. A Party seeking to amend Annex C to revise existing specifications, or to add a new product type ("Proposing Party") intends to follow the procedures set forth in paragraph 18 "Procedures for Amending the Terms of the Exchange of Letters and its Annexes A and B, and for Adding New Annexes" section, and may include in its proposal
- a) A demonstration that significant energy savings would result from revising the Specifications or adding the new product type;
- b) As appropriate, energy consumption requirements for various power consumption modes;
- c) Evidence of existing non-proprietary technology that would make possible cost-effective energy savings without negatively affecting product performance;
- d) Information on the estimated number of product models that would meet the proposed Specifications and approximate market share represented;
- e) Information on the views of industry groups potentially affected by the proposed amendment; and
- f) A proposed effective date for the new Specifications, taking into account product life cycles and products schedules.
22. Proposed amendments that are accepted by all Parties, may enter into force on a date agreed by the Parties.



23. If, after receipt of a proposal made in accordance with paragraph 21, another party ("Objecting Party") is of the view that the proposal does not meet the requirements specified in paragraph 21 above or otherwise objects to the proposal, it shall promptly notify the Proposing Party in writing of its objection and may include any available information supporting its objection; for example, information demonstrating that the proposal, if adopted, would likely
- a) Disproportionately and unfairly confer market power on one company or industry group;
 - b) Undermine overall industry participation in the ENERGY STAR Labeling Program;
 - c) Conflict with its laws, regulations, or other international agreements; or
 - d) Impose burdensome technical requirements.
24. If the Parties are unable to reach agreement, the Proposing Party may withdraw its proposal; and with respect to the proposal to revise existing specifications, the corresponding product type may be removed from Annex C by the date agreed upon in writing by the Parties. All Program Participants will be informed of this change and of the procedures to be followed to implement this change.

General Provisions

25. Other environmental labeling programs are not covered by this exchange of letters.
26. All activities undertaken under the terms of this exchange of letters are subject to the applicable laws and regulations in the territories represented by the parties and the availability of resources.
27. Nothing in this exchange of letters affects the rights and obligations of any Party deriving from a bilateral, regional, or multilateral agreement into which it has entered prior to the entry into force of this exchange of letters.
28. Without prejudice to any other provisions of this exchange of letters, either Party may run labeling programs with respect to product types not included in Annexes C. Notwithstanding any other provisions of this exchange of letters, neither Party shall hinder the import, export, sale or distribution of any product because it bears the domestic energy-efficiency marks of another Party.

The activities and the terms set forth in your letter dated June 25th, 2008 are acceptable to the SFOE, and therefore your letter, together with this reply from us, will constitute an exchange of letters and will be effective upon the date of this reply. This exchange of letters may remain in force for an initial period of five years. At least one year prior to the end of the initial period, the Parties intend to meet to discuss renewal of these letters. Any Party may terminate the terms of this exchange of letters at any time by providing three months written notice to the other Party.

In the event of termination of the terms of this exchange of letters, the Parties will inform all other ENERGY STAR Parties and Program Participants which they have registered of the termination of the joint program. In this case, the SFOE will cease using the ENERGY STAR Marks by the date agreed



upon in writing by the Parties. However, the Program Participants which have been registered before the termination of the joint program will have the right to continue using the ENERGY STAR marks.

Sincerely,

Swiss Federal Office of Energy SFOE

Walter Steinmann
Director

Annexes:

Annex A: ENERGY STAR Name and Common Logo

Annex B: Guidelines for Proper Use of the ENERGY STAR Name and Common Logo

Annex C: Product specifications and test methods (cover pages for reference)

- Part 1 - Program Requirements for Computers V4.0
- Part 2 - Program Requirements for Computer Monitors V4.1
- Part 3 - Program Requirements for Imaging Equipment V1.0
- Part 4 - Program Requirements for TVs V3.0
- Part 5 - Program Requirements for Telephony V2.0
- Part 6 - Program Requirements for External Power Adaptors V2.0
- Part 7 - Program Requirements for Battery Charging Systems
- Part 8 - Program Requirements for Consumer Audio and DVD products
- Part 9 - Program Requirements for Digital-to-Analog Converter Boxes V1.1
- Part 10 - Program Requirements for Set-top Boxes V2.0